

**JUDGE DANIELS**  
**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

**12**

**CV 8002**

SCHAMOANNAH PRINCE,

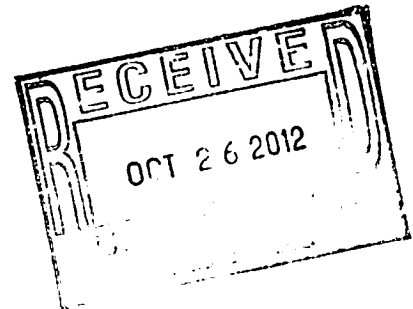
Plaintiff,

v.

COHEN & SLAMOWITZ, LLP,

Defendant.

**COMPLAINT AND DEMAND  
FOR JURY TRIAL**



### **INTRODUCTION**

1. This action arises under the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. 1692 et seq. A supplemental claim arises under New York General Business Law ("GBL") § 349 (prohibiting deceptive acts and practices).

This case represents an extreme pattern of deceptive communications involving a consumer debt.

### **JURISDICTION AND VENUE**

2. Jurisdiction of the court is conferred by 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331 in that this dispute involves predominant issues of federal law. Defendant has violated numerous provisions of the FDCPA.

3. Supplemental jurisdiction exists for the state law claim pursuant to 28 U.S.C. § 1367.

4. Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202.

5. Venue in this district is proper in that Defendant transacted business here and the conduct complained of occurred here.

6. Defendant regularly does business within this district, and has engaged in a persistent course of conduct within this district. Defendant also has derived substantial revenue from services rendered in this judicial district and state.

7. Defendant expected or reasonably should have expected the acts alleged in this complaint would have consequences in this judicial district and state. Defendant derives substantial revenue from interstate commerce.

8. Defendant caused transactions and occurrences alleged in this complaint to take place in this judicial district and state.

### **PARTIES**

9. Plaintiff SCHAMOANNAH PRINCE (“Plaintiff”) is a natural person who resided at all relevant times in New York County, New York.

10. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692(a)(3) of the FDCPA.

11. COHEN & SLAMOWITZ, LLP (“C&S”) is a domestic limited liability partnership organized and existing under the laws of New York.

12. C&S’s principal place of business is located at 199 Crossways Park Drive, Woodbury, New York 11797-2016.

13. The principal purpose of C&S is the collection of debts using the instrumentalities of interstate commerce, including mails and telephone, and C&S regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another.

14. C&S is a “debt collector” as defined by 15 U.S.C. § 1692a(6) of the FDCPA.

15. The alleged debt at issue arose out of a transaction used primarily for personal, family or household purposes, and is therefore a “debt” as that term is defined by 15 U.S.C. § 1692a(5).

### **FACTUAL ALLEGATIONS**

16. At all times material to this complaint, C&S represented Midland Funding, LLC for the purposes of legal collection from Plaintiff of an alleged credit card debt, formerly owed to HSBC Bank Nevada, N.A., with account number ending in -6633.

17. By letter dated November 7, 2011 (**Exhibit 1**) C&S, on behalf of Midland, sent its first communication to Ms. Prince, stating it had been retained to collect an alleged balance owed of \$3,167.32.

18. Twenty-four days later, by letter dated December 1, 2011 (**Exhibit 2**), C&S stated that the balance due was now \$3,183.28. In 24 days, C&S had added \$15.96 to the amount originally alleged in Exhibit 1.

19. This letter also offered to settle the debt for 80% of that amount, or \$2,546.62, which it characterized as “pennies on the dollar.”

20. On or about December 30, 2011, C&S filed suit against Ms. Prince in New York County Civil Court under Index No. 067913-11 (“the First State case”) (see **Exhibit 3**, eCourts printout).

21. Next, C&S sent Ms. Prince a letter dated January 18, 2012 (**Exhibit 4**), which was almost exactly the same as the first letter, except Exhibit 4 referenced an index number, 067913/11, and now stated the amount of the alleged debt as \$3,355.20. The amount of the debt had grown by \$171.92 in the 49 days since the last letter.

22. In the 24 days between Exhibits 1 and 2, C&S had added \$15.96 to the amount of the debt. By contrast, in the 49 days, or about twice as many days, between Exhibit 2 and Exhibit 4, C&S added \$171.92 (about \$3.50 per day).

23. The parties engaged in settlement discussions over the telephone. C&S proposed monthly payments in the amount of \$280. Given how rapidly interest was accruing, Ms. Prince said she would try to make such payments, and would send her first payment upon receipt from C&S of an agreement in writing. C&S never sent any agreement.

24. Despite the lack of any agreement, Ms. Prince next received from C&S a letter dated February 23, 2012, advising that her monthly payment, which C&S claimed was “due by February 22, 2012” had not yet been received, and that the “stipulated balance” as of the date of the letter was \$3,361.19. (Exhibit 5).

25. As there had been no agreement, no payment could be “due by February 22, 2012,” and no balance could be “stipulated.” In fact, Ms. Prince understood that she had agreed to settle the debt for the amount of \$2,697.13, not the amount stated in the letter.

26. By letter dated April 9, 2012 (Exhibit 6), C&S informed Ms. Prince that \$2,697.13 was the principal amount of the debt, but said she also owed \$572.61 in interest and \$140 in court costs, for a total amount of \$3,409.74. The letter did not explain how it calculated the interest amount to reach the figure quoted, what interest rate was used, or over what period it was applied.

27. In the 46-day period between Exhibit 5 and Exhibit 6, C&S added \$45.56 to the alleged amount due, in contrast to the \$171.92 it had added it the 49 days between Exhibits 2 and 4.

28. Throughout the course of C&S’s written communications to Ms. Prince, the amounts it alleged to be due were calculated in a manner that can only be characterized as random, and not reflective of the consistent application of a constant, statutorily-determined interest rate, as reflected in the summary chart below.

Date of	Period of Time	Alleged	\$ Difference	
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Communication from C&S	Between Communications	Amount of Debt		
11/7/2011		\$3,167.32		Ex. 1
12/1/2011	24 days	\$3,183.28	\$15.96	Ex. 2
1/18/2012	49 days	\$3,355.20	\$171.92	Ex. 4
2/23/2012	36 days	\$3,361.18	\$5.98	Ex. 5
4/9/2012	46 days	\$3,409.74	\$45.56	Ex. 6

29. The letter also did not explain what “court costs” Ms. Prince was being dunned for, or why she should be responsible for “court costs” absent a judgment and bill of costs.

33. Attached to the April 9, 2012 letter was a single HSBC account statement showing an account balance as of November 29, 2009 of \$2,697.13 with an interest rate of 29.490%. Also attached was a HSBC card member agreement, but the font is so small it is impossible to read its date or terms.

31. Over the following months, the parties engaged in further settlement communications, but reached no agreement. Nonetheless, for no reason Ms. Prince could discern, C&S sent Ms. Prince a signed Notice of Discontinuance dated May 14, 2012. (**Exhibit 7**). However, C&S apparently never filed the discontinuance with the court; as of today, an eCourts search discloses that the case is still “active.” (See **Exhibit 3**). Ms. Prince has to this day never been served with a summons and complaint in the First State Case.

32. Approximately a week after its letter representing to Ms. Prince that it had discontinued the First State Case, C&S sent Ms. Prince a letter dated May 23, 2012, referencing the index number of the now-discontinued state case, and proposing a settlement figure. (**Exhibit 8**).

33. On or around July 26, 2012, C&S brought a second state action against Ms. Price for the same debt. (See eCourts, **Exhibit 9**).

**FIRST CLAIM FOR RELIEF  
(Violations of the FDCPA)**

34. The Plaintiff repeats, realleges and incorporates by reference the foregoing paragraphs.

35. The Defendant violated FDCPA §§ 1692d, 1692e, 1692e(2)(a) and (b), 1692e(11), 1692f, 1693f(1), and 1692g through the following acts and omissions:

- a) Misrepresenting the character, amount, and legal status of the debt multiple times;
- b) Adding \$171.92 in interest in the 49 days between November 7, 2011 and January 18, 2012, an unlawful and usurious increase, without authority by contract or law (demonstrated in Exhibits 1 and 4);
- c) Attempting to collect amounts not authorized by law by adding excessive, inconsistently calculated, and/or improperly calculated interest;
- d) In correspondence asserting a willingness to settle a debt for 80% of the alleged amount due, and then claiming in a later paragraph that the amount was equivalent to “pennies on the dollar” (Exhibit 2);
- e) Attempting to shift “court costs” to the consumer in the absence of a judgment or any other legal or contractual authority (Exhibit 6);
- f) Demanding conflicting amounts that lack any basis in fact;
- g) Claiming (in Exhibit 5) that an alleged balance and payment was “stipulated” when no such stipulation existed;
- h) Asserting and demanding false, misleading, deceptive, and conflicting amounts, interest rates and accrual dates;
- i) Suing Plaintiff in a Second State Action on the same debt while the First State Action was still active;
- j) Inexcusably failing to withdraw the First State Action, thereby causing further false and misleading representations;
- k) Sending false, misleading, and deceptive communications with regard to the character, amount, and legal status of the debt; and

- 1) Using a sequence of confusing and violative communications that in combination served to harass, annoy and abuse the Plaintiff. This strategy is a deceptive and misleading means to collect a debt.

36. As a result of the above violations of the FDCPA, Defendant is liable to Plaintiff for actual damages as set forth in this complaint, statutory damages, costs and reasonable attorneys' fees pursuant to 15 U.S.C. § 1692k.

**SECOND CLAIM FOR RELIEF  
(Violations of NYGBL § 349)**

37. The Plaintiff repeats, realleges and incorporates by reference the foregoing paragraphs.

38. NYGBL § 349 declares unlawful deceptive acts or practices in the conduct of any business, trade, or commerce, or in the furnishing of any service in the State of New York.

39. The conduct complained of in this complaint occurred during, and in furtherance of, Defendant's for-profit business enterprise of pursuing consumers for alleged defaulted debt obligations.

40. At all times material to this complaint, Defendant's deceptive acts and practices that gave rise to the claims herein occurred while Defendant conducted its business of collecting consumer debts.

41. Defendant's acts and practices have been directed entirely at consumers as reflected in its correspondence and advertisements. Defendant's acts and practices have a broad impact on the New York consuming public.

42. Defendant's collection acts are part of a recurring practice against large numbers of consumers in furtherance of their business models of increasing debt volume while decreasing the costs of each case, thus enhancing profitability.

43. Defendant's offending collection practices have the capacity and tendency to deceive and mislead a significant percentage of consumers in a material way because they deprive consumers

of state and federal rights and protections. These acts contribute to an increasing number of personal bankruptcies, and lead to marital instability and job loss, all of which are significant social concerns that applicable federal and state consumer protection laws were designed to prevent.

44. The acts and omissions complained of in this complaint under the preceding cause of action amount to “deceptive acts and practices” as defined under NYGBL § 349 and the case law interpreting it.

45. Some or all of the FDCPA violations alleged in this complaint amount to *per se* violations of NYGBL § 349.

46. As a result of Defendant’s deceptive acts and practices, the Plaintiff has suffered actual damages as alleged in this complaint.

47. As a result of these violations of NYGBL § 349, Plaintiff is entitled to an injunction barring Defendant from engaging in deceptive acts and practices, including the collection of this debt, and to recover actual damages, three times the actual damages up to \$1,000, costs and reasonable attorneys’ fees pursuant to NYGBL § 349(h).

**Plaintiff’s Actual Damages**

48. Plaintiff alleges as actual, pecuniary damages attorneys’ fees for defending against the unlawful, continued prosecution of The State Action. Further pecuniary damages include postage and facsimile charges.

49. Plaintiff suffered other actual, non-pecuniary damages, including emotional distress, loss of tranquility, hostility, anxiety, worry, fear, fright, shock, lost concentration, and stress.

**WHEREFORE**, Plaintiff respectfully requests a trial by jury and also requests that judgment be entered against Defendant for the following:

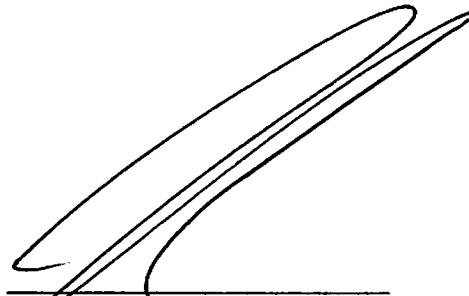


- a. On the FIRST CLAIM FOR RELIEF (FDCPA), statutory damages, actual damages, costs and reasonable attorneys' fees pursuant to 15 U.S.C. § 1692k;
- b. On the SECOND CLAIM FOR RELIEF (NYGBL § 349), injunctive relief, actual damages, three times the actual damages up to \$1,000, costs and reasonable attorneys' fees pursuant to NYGBL § 349(h); and
- c. For such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury as to all issues so triable.

Dated: New York, NY  
October 26, 2012



Jesse Langel, Esq. (JL-7079)  
The Langel Firm  
*Attorney for Plaintiff*  
225 Broadway, Suite 700  
New York, NY 10007  
646-290-5600  
jesse@langellaw.com

## **Exhibit 1**

**Law Office of  
Cohen & Slamowitz, LLP**

(800) 293-6006 ext. 8981  
(516) 686-8981  
Fax (516) 584-1006  
Firm Representative: SHANA HUSSAIN

199 Crossways Park Drive  
Woodbury, NY 11797-9004  
NYC DCA License No. 1160860

November 07, 2011

LDUNN1 C486418

SCHAMOANNAH PRINCE  
2301 5TH AVE  
NEW YORK NY 10037

Re: Original Creditor: Hsbc Bank Nevada, N.A.  
Creditor: MIDLAND FUNDING LLC  
Card Type: HSBC BANK NEVADA, N.A.  
Account No: 5491100017306633  
C&S File No: C486418  
Balance Due As Of November 07, 2011: \$3,167.32

Dear SCHAMOANNAH PRINCE:

Please be advised that the above referenced creditor has referred this account to our law office for collection. Please contact us to discuss the repayment options available to you.

**VALIDATION NOTICE**

Unless you dispute the validity of this debt or any portion thereof within 30 days after receipt of this notice, the above debt will be assumed to be valid by this office. Should you notify this office in writing within 30 days after receipt of this notice that the debt or any portion thereof is disputed, we will obtain and mail to you verification of the debt or a copy of the judgment, if any, and if also requested, the name and address of the original creditor, if different from the current creditor.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Law Office of Cohen and Slamowitz, LLP

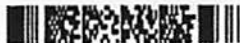
P.S. All payments should be forwarded directly to this office and made payable to MIDLAND FUNDING LLC. Our office also accepts Western Union, Money Gram, MasterCard, Visa and checks via telephone, or visit our website at [WWW.CSLAWLLP.COM](http://WWW.CSLAWLLP.COM) to make payments online.

1 800 293 6006 ext 8981 1 516 686 8981 FAX 516 584 1006



## **Exhibit 2**

P.O. BOX 9012  
WOODBURY, NY 11797-9012



506C486418

15750

**Law Offices of  
Cohen & Slamowitz, LLP**

(516) 686-8981  
(800) 293-6006 ext. 8981  
Fax (516) 908-7993  
NYC DCA LICENSE No 1160860



December 01, 2011

RE:

Original Creditor: Hsbc Bank Nevada, N.A.  
Creditor: Midland Funding Llc  
Card Type: HSBC BANK NEVADA, N.A.  
Account: 5491100017306633  
C&S File No. C486418  
Balance Due As Of December 01, 2011: \$3,183.28



33437-02\*\*\*\*AUTO\*\*5-DIGIT 10037

Schamoannah Prince

52 15750

2301 5th Ave

New York, NY 10037-1638

Dear Schamoannah Prince:

We are authorized to offer you an **80% settlement** of the above referenced debt. Your balance due is currently \$3,183.28. Our client will accept the **reduced sum of \$2,546.62** if you pay **on or before December 27, 2011**. Upon receipt and clearance of your payment, your account will be deemed **settled in full** by our client.

We urge you to take advantage of this opportunity to settle your account for pennies on the dollar. Please contact your account representative at the telephone number set forth above as this offer may not be available to you after **December 27, 2011**. Kindly note that this offer to settle is void if you are refinancing or selling your house, or if we have restrained your bank account.

Very Truly Yours,

Cohen & Slamowitz, LLP

ALL CHECKS SHOULD BE FORWARDED DIRECTLY TO THIS OFFICE AND MADE PAYABLE TO MIDLAND FUNDING LLC. OUR OFFICE ALSO ACCEPTS WESTERN UNION, MONEY GRAM, MASTERCARD, VISA, AND CHECKS VIA TELEPHONE, OR VISIT OUR WEBSITE AT **WWW.CSLAWLLP.COM** TO MAKE PAYMENTS ONLINE.

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**



C486418



MIDLAND FUNDING LLC

Please detach and return this portion with your payment

Credit Card Used For Payment	
<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard
Card Number	Amount
Signature	Exp. Date

Original Creditor: Hsbc Bank Nevada, N.A.  
Creditor: Midland Funding Llc  
Card Type: HSBC BANK NEVADA, N.A.  
Account: 5491100017306633  
C&S File No. C486418

Schamoannah Prince  
2301 5th Ave  
New York, NY 10037-1638

COHEN & SLAMOWITZ, LLP  
P.O. BOX 9001  
WOODBURY, NY 11797-9001



DID1294838

LSLTR1-0705


**TOTAL DUE: \$3,183.28**  
**DUE DATE: December 27, 2011**  
**SETTLEMENT AMOUNT: \$2,546.62**

AMOUNT ENCLOSED \$ \_\_\_\_\_



### **Exhibit 3**





## New York State Unified Court System

### *WebCivil Local - Case Detail*

Court: **New York County Civil Court**  
Index Number: **CV-067913-11/NY**  
Case Name: **MIDLAND FUNDING LLC vs. PRINCE, SCHAMOANNAH**  
Case Type: **Civil**  
Classification: **Consumer Credit**  
Filing Date: **12/30/2011**  
Disposition Date:  
Calendar Number:  
Jury Demand: **No**  
Judge Name:

Attorney/Firm(s) For Plaintiff - MIDLAND FUNDING LLC:

**Cohen & Slamowitz, LLP**

Attorney Type: **Firm**

**199 Crossways Park Drive, PO Box 9004**

**Woodbury, New York 11797-9004**

**(516) 686-8925 ext:**

Attorney/Firm(s) For Defendant - SCHAMOANNAH PRINCE:

Close

Add to eTrack

## **Exhibit 4**



**Law Office of  
Cohen & Slamowitz, LLP**

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(800) 293-6006 ext. 8981  
(516) 686-8981  
Fax (516) 584-1006  
Firm Representative: SHANA HUSSAIN

199 Crossways Park Drive  
Woodbury, NY 11797-9004  
NYC DCA License No. 1160860

January 18, 2012

LDUNNI C486418

SCHAMOANNAH PRINCE  
2301 5TH AVE APT 211  
NEW YORK NY 10037

Re: Original Creditor: Hsbc Bank Nevada, N.A.  
Creditor: MIDLAND FUNDING LLC  
Card Type: HSBC BANK NEVADA, N.A.  
Account No: 5491100017306633  
C&S File No: C486418  
Index No: 067913/11  
Balance Due As Of January 18, 2012: \$3,355.20

Dear SCHAMOANNAH PRINCE:

Please be advised that the above referenced creditor has referred this account to our law office for collection. Please contact us to discuss the repayment options available to you.

**VALIDATION NOTICE**

Unless you dispute the validity of this debt or any portion thereof within 30 days after receipt of this notice, the above debt will be assumed to be valid by this office. Should you notify this office in writing within 30 days after receipt of this notice that the debt or any portion thereof is disputed, we will obtain and mail to you verification of the debt or a copy of the judgment, if any, and if also requested, the name and address of the original creditor, if different from the current creditor.

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Law Office of Cohen and Slamowitz, LLP

P.S. All payments should be forwarded directly to this office and made payable to MIDLAND FUNDING LLC. Our office also accepts Western Union, Money Gram, MasterCard, Visa and checks via telephone, or visit our website at [WWW.CSLAWLLP.COM](http://WWW.CSLAWLLP.COM) to make payments online.



## **Exhibit 5**

**199 Crossways Park Drive  
P.O. Box 9004  
Woodbury, NY 11797-9004  
NYC DCA License No. 1160860**

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

## **Exhibit 6**

**199 Crossways Park Drive  
P.O. Box 9004  
Woodbury, NY 11797-9004  
NYC DCA License No. 1160860**

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

**HOUSEHOLD BANK PLATINUM**

SCHAMOANNAH L PRINCE

Page 1 of 1

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY	
ACCOUNT NUMBER	5491-1000-1730-6633	MINIMUM PAYMENT*	\$94.00	PREVIOUS BALANCE	\$2,630.43
TOTAL CREDIT LIMIT	\$2,000	PAYMENT DUE DATE	11/29/09	PAYMENTS/CREDITS	- \$0.00
TOTAL CREDIT LIMIT AVAILABLE	\$0	OVERLINT AMOUNT	\$697.13	PURCHASES/DEBITS	+ \$0.00
STATEMENT DATE	11/04/09	PAST DUE AMOUNT	\$562.00	FINANCE CHARGE	+ \$69.70
		CURRENT PAYMENT DUE*	\$791.13	NEW BALANCE	= \$2,697.13
		To avoid additional late and/or overlimit fees, you must pay the Current Payment Due (which includes the Minimum Payment and any Past Due and/or Overlimit Amounts). *See About Your Payment on reverse for an explanation of these amounts.			

FINANCE CHARGE CALCULATION						
This is a grace account. Grace period information on back.						
	Average Daily Balance	Daily Periodic Rate	Days in Billing Cycle	At Periodic Rate	FINANCE CHARGE Cash Advance/ Transaction Fee	ANNUAL PERCENTAGE RATE
PURCHASES	\$2,634.36	0.08080%(M)	31	\$65.89	\$0.00	29.49%(M)
CASH ADVANCES	\$20.16	0.08080%(M)	31	\$0.71	\$0.00	29.49%(M)
(M) indicates variable rate						

IMPORTANT INFORMATION	
TDD/Hearing Impaired: 1-800-655-6392.	

## ✓ MAIL PAYMENTS TO:

HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

## ☎ QUESTIONS?

24-HOUR CUSTOMER SERVICE  
1-800-462-3016  
OUTSIDE USA, COLLECT 1-757-623-3680  
TDD HEARING IMPAIRED: 1-800-360-6026  
Manage your account online at  
[www.householdbank.com](http://www.householdbank.com)

## ✉ MAIL INQUIRIES TO:

HSBC CARD SERVICES  
PO BOX 61622  
SALINAS CA 93912-1622

080750 51 04 0000000103 0 STMT37 0 0

00003738 H2341

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number		5491-1000-1730-6633	
New Balance	\$2,697.13	Minimum Payment	\$94.00
Payment Due Date	11/29/09	Current Payment Due	\$791.13

Include account number on check to HSBC CARD SERVICES. Do not send cash. Send payment 7 to 10 days prior to Payment Due Date to ensure timely delivery. To avoid additional late and/or overlimit fees, pay the Current Payment Due.

Amount  
Enclosed

SCHAMOANNAH L PRINCE  
2301 5TH AVE APT 211  
NEW YORK NY 10037-1639



HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

549110001730663300079113002697139

[illegible]

the fact that the majority of the respondents were male, the results may not be generalizable to females. The study was also limited by the fact that the respondents were not randomly selected, but rather were self-selected. This may have led to a bias in the results. Finally, the study was limited by the fact that the respondents were not asked to provide information on their age, which may have influenced the results.

**Project 1: Architecture**

#### OTHER INFORMATION

As part of the Department of Defense's effort to improve the quality of its personnel, the Department is currently conducting a study of the effectiveness of its personnel management system. The study is being conducted by the Department's Office of Personnel Management (OPM) and is being conducted in cooperation with the Office of Management and Enterprise Services (OMES). The study is being conducted in order to determine the effectiveness of the Department's personnel management system and to identify areas for improvement. The study is being conducted in order to determine the effectiveness of the Department's personnel management system and to identify areas for improvement.

一、關於「中國共產黨」。中國共產黨是中國工人階級的先鋒隊，是中國人民解放鬥爭的領導者。中國共產黨是中國工人階級的先鋒隊，是中國人民解放鬥爭的領導者。中國共產黨是中國工人階級的先鋒隊，是中國人民解放鬥爭的領導者。

[illegible]







## **Exhibit 7**

**Law Office of  
Cohen & Slamowitz, LLP**

---

**(516) 686-8981  
(800) 293-6006 ext. 8981  
Fax 516 908-7993**

**199 Crossways Park Drive  
P.O. Box 9004  
Woodbury, NY 11797-9004  
NYC DCA License No. 1160860**

May 14, 2012

  
**SCHAMOANNAH PRINCE  
2301 5TH AVE APT 2II  
NEW YORK NY 10037**

**Re: Original Creditor: HSBC BANK NEVAD A, N.A.  
Creditor: MIDLAND FUNDING LLC  
Card Type: HSBC BANK NEVADA, N.A.  
Account No. 5491100017306633  
C&S File No. C486418  
Index No. 067913/11**

**Dear SCHAMOANNAH PRINCE:**

Enclosed please find a Notice of Discontinuance of action in connection with the above referenced matter. Kindly retain the discontinuance for your records.

If you should have any questions, please do not hesitate to contact this office.

Very truly yours,

Cohen & Slamowitz, LLP

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO  
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**



CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK

-----X  
MIDLAND FUNDING LLC

PLAINTIFF,

INDEX NUMBER 067913/11  
FILE NO. C486418

-AGAINST-

SCHAMOANNAH PRINCE

NOTICE OF  
DISCONTINUANCE

DEFENDANT(S).

-----X

S I R S :

**PLEASE TAKE NOTICE**, that pursuant to CPLR 3217(a)(1), the plaintiff, by its attorneys, Cohen & Slamowitz, LLP, hereby discontinues the above entitled action against SCHAMOANNAH PRINCE, only without costs to either party as against the other.

Dated: May 14, 2012

\_\_\_\_\_  
Cohen & Slamowitz, LLP

By: Mitchell G. Slamowitz/David A. Cohen/Leandre John/Mitchell L. Pashkin, Esqs.  
Attorneys for Plaintiff



PConDis1

**Exhibit 8**

**LAW OFFICES OF  
COHEN & SLAMOWITZ, LLP**

**199 Crossways Park Drive**

**PO Box 9004**

**Woodbury, New York 11797-9004**

**(516) 364-6006**

**Fax (516) 364-6067**

**David A. Cohen, P.C.  
Mitchell G. Slamowitz, P.C.**

**Crystal S.A. Scott  
Carol Van Houten  
Keisha N. Marshall  
Carolyn Williams  
Denise B. Pavlides  
Tiffany La Mar  
Mitchell L. Pashkin  
Lynda M. Zukaitis  
Terri A. Devito  
Alexi T. Poulanos**

**Leandre M. John  
Managing Attorney**

**Mitchell Selip, P.C.\*  
Of Counsel**

**\*Admitted NY & NJ**

**NYC DCA License  
No. 1160860**

**May 23, 2012**

**Schamoannah Prince  
2301 5<sup>th</sup> Ave Apt 2II  
New York, NY 10037**

**Re: Original Creditor: HSBC Bank Nevada, N.A.  
Account No.: xxxx-xxxx-xxxx-  
Creditor: Midland Funding, LLC  
Alleged Debtor: Schamoannah Prince  
C&S File No.: C486418  
Index No.: 067913/11  
Balance due as of May 23, 2012: \$3,439.00**

**Dear Mr. Prince:**

This office is in receipt of your correspondence, dated May 16, 2012, regarding the above-referenced matter. As we previously advised you, my client has declined to accept \$1,200.00 in full satisfaction of this matter. However, as a courtesy to you, my client has agreed to accept its previous settlement offer \$1,715.18 with a down payment of \$1,200.00 due by June 13, 2012, followed by monthly payments of \$100.00, commencing on July 13, 2012, until the settlement balance is paid.

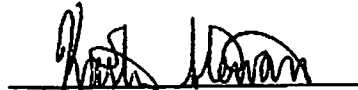
Kindly contact this office at your earliest convenience if you would like to accept my client's offer.

Upon receipt and clearance of your final payment, this office will forward you a letter confirming that the above-noted account is settled in full.

Additionally, as you were previously advised, please note that this office does not report any information to the credit bureaus regarding our clients' accounts. Therefore, we cannot delete any information from your credit report. If our client has reported this account to any credit bureau, it will, during its normal business reporting cycle, update the status of the account once it is settled in full.


Thank you for your consideration in this matter. If you should have any questions, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristen Stewart', is written over a horizontal line.

Kristen Stewart  
Legal Assistant

**Federal law requires that I state the following:  
This communication is from a debt collector and is an attempt to collect a debt. Any  
information obtained will be used for that purpose.**



## New York State Unified Court System

### *WebCivil Local - Case Detail*

Court: **New York County Civil Court**  
Index Number: **CV-020592-12/NY**  
Case Name: **MIDLAND FUNDING LLC vs. PRINCE, SCHAMOANNAH**  
Case Type: **Civil**  
Classification: **Consumer Credit**  
Filing Date: **07/26/2012**  
Disposition Date:  
Calendar Number:  
Jury Demand: **No**  
Judge Name:

Attorney/Firm(s) For Plaintiff - MIDLAND FUNDING LLC:

**Cohen & Slamowitz, LLP**

Attorney Type: **Firm**

**199 Crossways Park Drive**

**P.O. BOX 9004**

**Woodbury, New York 11797-9004**

**(516) 686-8925 ext:**

Attorney/Firm(s) For Defendant - SCHAMOANNAH PRINCE:

Close

Add to eTrack